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9-17-1938

## McLellan Stores Company and Retail Clerks International Protective Association, Local 846 (1938)

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## **McLellan Stores Company and Retail Clerks International Protective Association, Local 846 (1938)**

### **Location**

Tuscaloosa, AL

### **Effective Date**

9-17-1938

### **Expiration Date**

12-31-1939

### **Employer**

McLellan Stores Company

### **Union**

Retail Clerks International Protective Association

### **Union Local**

846

### **NAICS**

44

### **Sector**

Private

### **Item ID**

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### **Keywords**

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### **Comments**

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Retail Clerks # 846  
Tuscaloosa,  
Ala.

Copy  
clerk  
12-31-39

**C O N T R A C T**

**THE RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION**

**LOCAL NO. 846**

**TUSCALOOSA, ALABAMA**

**AGREEMENT**

This agreement, made by and between the Retail Clerks International Protective Association, by its agent, Local No. 846 Tuscaloosa, Alabama. Party of the first Part and McLellan Stores Company, merchant, doing business in Tuscaloosa, Alabama or within the jurisdiction of Local No. 846 R. C. I. P. A., PARTY OF THE SECOND PART.

The party of the First Part, in consideration of the mutual promises of the parties to this agreement, agrees:

1. The general purpose of this contract is to insure industrial peace and understanding between the company, its employees and the union. And to promote the efficient economical and profitable operation of the business of the company in a highly competitive field. The parties recognize their mutual obligation to cooperate to their fullest extent in carrying out such purpose and obtaining such results.

2. That it will loan without cost, to the party of the second part, STORE CARD, and that party of the second part be responsible to the amount of not more than One Dollar (\$1.00) for said car in case it is damaged or lost. This card is and shall remain the property of the party of the first part and must be surrendered by the party of the second part upon violation of any of the provisions of this agreement, upon demand of the party of the first part through its Secretary or Business Agent.

3. That it will fine and dismiss from the Local, any of its members, who willfully violates or aids in the violation of any of the provisions of this agreement.

4. There shall be no strike, lock-out or cessation of work or picketing during the life of this contract.

5. The term employee or employees shall include only salesladies employed by the company at its store at No. 500 24th Ave., Tuscaloosa, Alabama

6. The company agrees for the term of this contract to recognize the union No. 846 R. C. I. P. A. as the sole bargaining agency of its employees. All and only employees as defined above shall be eligible

to membership in the union.

7. Commencing January 1st, 1939, the following wage and hour scale will become effective:

For regular full time salesladies:

- (A) For the first six months continuous service, minimum pay \$10.00 per week.
- (B) For the second six months continuous service, minimum pay \$11.00 per week.
- (C) And after one year's service minimum pay \$12.00 per week.
- (D) Twenty cents per hour for Saturday and part time sales ladies.
- (E) No employee shall work more than 48 hours per week except during two semi-annual inventory periods and the week preceeding Christmas Day. Overtime at straight time rates shall be paid to all employees who are requested to and do work overtime during the week preceeding Christmas Day.
- (F) Any other overtime worked shall be paid at the rate of time and one-half time.

8. <sup>a.</sup> The company will allow all employees who have been continuously in the employ of the company for a period of at least six months on June 1st, 1939, one weeks vacation with half week's pay. And to all employees who have been in the employ of the company for a period of one year on that date a vacation of one week with full pay.

b. Non employment between August 27th and September 17th, 1938, and reasonable absence on account of illness, shall not be considered to interrupt continuity of employment for vacation purposes, provided the total actual service exceeds the required period.

c. Vacation dates will be arranged and allotted between June 1st and Sept. 1st by the company. No vacation or other allowance will be payable to any employee upon resignation or removal from the payroll of the company for any reason.

9. The company will not discriminate against any employee eligible to membership in the union because of union affiliations.

10. The company must give employees one weeks notice before terminating their services, or as an alternative one weeks pay provided such termination was not caused by conduct of the employee.

11. The company shall grant the following holidays without any reduction in wages: Thanksgiving Day, Christmas Day, Fourth of July, and Labor Day.

12. In case stores should close through proclamation or special request, employees will not be required to work or suffer any reduction in wages as a result of same. Should any of the above mentioned holidays fall on Saturday or Sunday the following Monday will be observed.



13. There shall be a grievance committee selected by the local union to handle all grievances that may arise between the company and employees. If unable to reach a satisfactory settlement, same shall be referred to the New York Office of the company and to the International office of the R. C. I. P. A.

14 This agreement shall be and remain in full force and effect from this the 17th day of September, 1938, to and until the 31st day of December, 1939. Unless either party to this agreement shall give written notice to the other at least thirty days before the expiration hereof, of intention to modify or exchange any terms or conditions of this agreement, then it shall continue in full force and effect for an additional twelve (12) months.

In witness whereof the parties hereto have signed this agreement by their duly authorized officers.

McLELLAN STORES COMPANY

BY \_\_\_\_\_

RETAIL CLERKS PROT. ASSO.  
LOCAL NO. 846

BY \_\_\_\_\_

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Tuscaloosa, Alabama  
September 17, 1938

Rider to agreement between Retail Clerks International Protective Association by its Agent Local No. 846, Tuscaloosa, Alabama, and McLelland Stores Company, dated September 17, 1938.

It is understood and agreed by and between the parties to the aforesaid agreement that within thirty days of the date hereof either party has the right to reopen said agreement for the purpose of further negotiating any or all of the terms thereof.